

1 BILL NO. R-83-12- 50

2 RESOLUTION NO. R-\_\_\_\_\_

3 A RESOLUTION approving a City/County  
4 Intergovernmental Data Processing  
5 Service Agreement.

6 WHEREAS, the Data Processing Agency of Allen County  
7 owns certain hardware, memory devices, communication devices, and  
8 software all associated with central data processing operations;

9 WHEREAS, City government and the activities of its  
10 utilities require sophisticated and continuous data processing;  
11 and

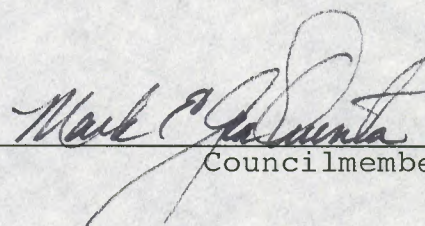
12 WHEREAS, the City and County have entered into a Data  
13 Processing Agreement under which the City's data processing needs  
14 will be provided without the necessity of the City acquiring ex-  
15 pensive hardware, memory devices, communication devices and soft-  
16 ware.

17 NOW, THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF  
18 THE CITY OF FORT WAYNE, INDIANA:

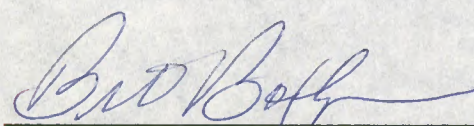
19 SECTION 1. The City/County Intergovernmental Cooperation  
20 Data Processing Service Agreement, attached hereto as a part hereof  
21 as Exhibit A, is hereby approved and ratified in all respects.

22 SECTION 2. Said Data Processing Service Agreement is  
23 hereby approved pursuant to I.C. 36-1-7-12.

24 SECTION 3. That this Resolution shall be in full force  
25 and effect from and after its passage and any and all necessary  
26 approval by the Mayor.

27   
28 Councilmember

29 APPROVED AS TO FORM  
30 AND LEGALITY

31   
32 Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Don J. Moore,  
seconded by Salman, and duly adopted, read the second time  
by title and referred to the Committee Finance (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S.

DATE: 12-27-83

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by \_\_\_\_\_,  
seconded by \_\_\_\_\_, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	_____	_____	_____	_____	_____
<u>BRADBURY</u>	_____	_____	_____	_____	_____
<u>BURNS</u>	_____	_____	_____	_____	_____
<u>EISBART</u>	_____	_____	_____	_____	_____
<u>GiaQUINTA</u>	_____	_____	_____	_____	_____
<u>HENRY</u>	_____	_____	_____	_____	_____
<u>REDD</u>	_____	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	_____	_____

DATE: \_\_\_\_\_

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

\_\_\_\_\_  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_\_, at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



CITY/COUNTY INTERGOVERNMENTAL COOPERATION  
DATA PROCESSING SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of November, 1983, by and between the BOARD OF COMMISSIDNERS OF THE COUNTY OF ALLEN, INOIANA, and the DATA PROCESSING AGENCY OF ALLEN COUNTY, INDIANA (hereinafter referred to together as "Agency") and the CITY OF FORT WAYNE, INDIANA (hereinafter referred to as "City"),

W I T N E S S E T H:

WHEREAS, the Agency owns certain hardware, memory devices, communication devices, and software, all associated with a central data processing operation,

WHEREAS, the Agency has within its employ computer operators and technicians,

WHEREAS, the operations of the City's government and the activities of its utilities require sophisticated and continuous data processing, and

WHEREAS, the parties are desirous of entering into this Agreement, which is, in effect, a service contract,

NOW THEREFORE, it is agreed as follows:

1. Responsibilities. The Agency hereto agrees to act as a provider of services to the City, as herein defined, and in that regard, the Agency agrees to provide to the City all hardware including memory devices and communication devices located within the confines of the Agency, all software except for packages commonly known as application software, and personnel required to meet the reasonable data processing needs of the City and its utilities as those needs may exist from time to time.

The Agency agrees to take all necessary precautions within reason to prevent loss, alteration, or improper or unauthorized access to the City's programs and data. In that regard, adequate security for data files, programs, transactions, and terminal usage will be maintained by the Agency. The City will provide physical security for its terminal locations and be responsible



for the security of sign-on and password codes assigned to its terminals and files. The City will provide the Agency a list of authorized personnel that may request access to terminals, programs, and files at hours other than the normal business hours. On a daily basis the Agency will notify the City of any suspected security breach.

The City is solely responsible for obtaining and maintaining terminal and communication devices compatible to the hardware and software in use by the Agency and required by City departments to have proper on-line access to City automated systems. Furthermore, the City is solely responsible for accuracy and adequacy of the programs and data it transmits for processing or storage and the output it obtains, except in those cases of malfunction of the Agency's equipment or programs or due to the Agency's computer operator's negligence.

The City will provide and maintain adequate and up-to-date documentation required for proper execution by operators of the Agency of any batch processing requested by the City. In that regard, the City will provide necessary training for full understanding of the system procedures by the Agency's operators and adequate documentation for recovery of all data files in the event of hardware or program failure.

The City will ensure that all service requests are delivered to the Agency in time to allow proper scheduling of all necessary resources in order to meet the requested deadline. The City will provide all special forms required and will pick up and deliver all output resulting from service requests. In the event that it is impossible to meet requested deadlines due to late arrival of requests, or hardware or software problems, the City shall instruct the Agency as to the priority in which the processing should take place.

2. Resource Level. As indicated herein, the Agency will provide all necessary data processing services required to meet the needs of the City and the utilities. In that regard, the Agency will provide disk space as requested by the City to fulfill



such data processing needs. Furthermore, the Director of the Agency and the Director of the City's Data Processing shall review no less than once each month the short and long-term plans for hardware and software changes which affect the other in any way. In addition, a minimum of six (6) months notification by the City is required in the event of a new system installation or major expansion so that the Agency may properly plan for same. Additional ports for local terminals or remote lines will require sufficient prior notification from the City to the Agency to enable the Agency to obtain all necessary funding and other approvals.

3. Performance Levels. The Agency will make a constant effort to keep on-line response time to a satisfactory level. In that respect, the Agency will make or recommend as appropriate file allocation changes, fine-tuning of systems, and software changes and hardware changes which are economically feasible. The Agency will meet all production deadlines for service requests received early enough to be appropriately scheduled, except where software or hardware failure cause unanticipated delay.

The Agency will make available on a mutually agreed upon frequency batch job accounting listings, reports on system statistics and logs of on-line system downtime.

All agreements regarding day-to-day operations shall be contained in the addendum to the contract provided for by Section 5(e).

The status of the level of service will be reviewed as required by the respective directors.

4. Charges. The City agrees to compensate the Agency for the services provided to the City using mutually agreed upon rates, contained in the addendum to the contract provided for in Section 5(e), on a unit basis in each of the following areas:

CPU Processing Time  
Batch processing per CPU hour  
On-line processing per CPU hour



DASD Storage for user requested areas  
Monthly rate per cylinder

Terminal Connection to the System  
Monthly rate per local CRT or printer terminal  
Monthly rate per remote CRT or printer terminal  
Monthly rate per RJE line  
Monthly surcharge per CRT terminal for IDACS line  
usage  
Monthly surcharge for weekend connect (Saturday  
noon thru Sunday midnight)

Rates for the above shall be established quarterly no later than ten (10) days after the beginning of the next quarter and shall remain fixed for that quarter.

The City shall receive a credit against accrued charges owed to the Agency, such credit or credits to be in the same rates as the charges noted above, and such credit or credits to be provided to the City in the event of processing time lost by the City as follows:

- a) Batch and on-line processing which must be rerun as a result of an error on the part of an Agency computer operator or technical staff;
- b) Unscheduled downtime of City on-line processing capability, excluding that downtime caused by errors in City application programs, or by hardware failure, or by computer and communication systems on IDACS, NCIC, and NLETS networks over which the Agency has no control.
- c) Downtime for any reason of the on-line system which exceeds five per cent (5%) of regular prime clock time, prime clock time being defined as 0800 to 1800 hours, Monday thru Friday, excluding holidays.

The total charges due from the City to the Agency shall be calculated on a monthly basis, less any applicable credits due the City, and from such calculation, an invoice shall be prepared monthly and presented to the City, which shall pay same to the Agency within thirty (30) days of receipt.



5. Miscellaneous.

- a) The Agency shall advise the City at least one (1) week in advance of any software or hardware change which might affect processing and shall consult the City in scheduling the event.
- b) The Technical Advisory Committee shall assist in resolving areas of disagreement between the two parties.
- c) Members of the MIS Committee, the Allen County Data Board, the Technical Advisory Committee, and the two Directors shall meet at least once every six (6) months to review service level, security, short and long-range plans, and other items as necessary.
- d) This contract may be altered at any time by mutual consent of all signatories.
- e) A supplement to this Agreement shall be jointly created and agreed upon by all parties concerned, and shall be updated as necessary to remain consistent with changing expectations; the supplement to cover the day-to-day working relationship among the parties involved.

6. Term. The term of this Agreement shall be for a period of five (5) years commencing the 30th day of November, 1983, through the 31st day of December, 1988, unless mutually terminated by consent of all signatories hereto.

Should the City terminate this Agreement prior to the normal expiration date herein specified and should the Agency be forced to remove excess hardware and software not required for its use as a result of this early termination, then the City shall assume sole responsibility for all current and future installments and fully reimburse the Agency for any penalties incurred as a result of termination of agreements with vendors for such hardware and software.



7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana as entered into by the parties pursuant to I.C. 36-1-7-12.

ATTEST:

Rhonda P. Andrews

CITY OF FORT WAYNE

By

Winfield C. Moses, Jr., Mayor

BOARD OF WORKS

By

Stephen A. Bailey, Chairman

ATTEST:

Helen Hochman

By

Betty R. Collins, Member

By

Jack Wilson, Member

FORT WAYNE CITY UTILITIES

By

Frank Heyman, Controller

ATTEST:

Elizabeth Gabe

DATA PROCESSING AGENCY OF ALLEN COUNTY

By

Jack K. Dunifon, President

ATTEST:

Gloria J. Goeglein  
Gloria J. Goeglein  
Secretary

BOARD OF COMMISSIONERS OF THE  
COUNTY OF ALLEN

By

Richard M. Regedanz

By

Jack R. Wortman

ATTEST:

Gloria J. Goeglein  
Gloria J. Goeglein  
Auditor

By

Richard M. Ellenwood



*Hold for Study*

BILL NO. R-83-12-50

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN  
~~ORDINANCE~~ RESOLUTION approving a City/County Intergovernmental Data  
Processing Service Agreement

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GIAQUINTA, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN

JANET G. BRADBURY

THOMAS C. HENRY

DONALD J. SCHMIDT

*Mark E. Giaquinta*  
*James S. Stier*  
*Janet G. Bradbury*  
*Thomas C. Henry*  
*DJ Schmidt*



DIGEST SHEET

TITLE OF ORDINANCE Resolution Q-83-12-50

DEPARTMENT REQUESTING ORDINANCE City Controller

SYNOPSIS OF ORDINANCE The City will be able to use County data  
processing equipment such as certain hardware, memory devices,  
communication devices, and software.

EFFECT OF PASSAGE The use of County data processing equipment will  
save the City from acquiring such needed equipment.

EFFECT OF NON-PASSAGE Opposite of the above.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) See attached Agreement.

ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_



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2 RESOLUTION NO. R-\_\_\_\_\_

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21 as Exhibit A, is hereby approved and ratified in all respects.

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23 hereby approved pursuant to I.C. 36-1-7-12.

24 SECTION 3. That this Resolution shall be in full force  
25 and effect from and after its passage and any and all necessary  
26 approval by the Mayor.

27 \_\_\_\_\_  
28 Councilmember

29 APPROVED AS TO FORM  
30 AND LEGALITY

31 \_\_\_\_\_  
32 Bruce O. Boxberger, City Attorney



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CITY OF FORT WAYNE

ATTEST:

Rhonda P. Andrews

By

Winfield C. Moses, Jr., Mayor

BOARD OF WORKS

ATTEST:

Helen Hochenow

By

Stephen A. Bailey, Chairman

By

Betty R. Collins, Member

By

Jack Wilson, Member

FORT WAYNE CITY UTILITIES

ATTEST:

Elizabeth Gabe

By

Frank Heyman, Controller

DATA PROCESSING AGENCY OF ALLEN COUNTY

ATTEST:

Gloria J. Goeglein  
Gloria J. Goeglein  
Secretary

By

Jack K. Dunifon, President

BOARD OF COMMISSIONERS OF THE  
COUNTY OF ALLEN

ATTEST:

Gloria J. Goeglein  
Gloria J. Goeglein  
Auditor

By

Richard M. Regedanz  
Richard M. Regedanz

By

Jack R. Wortman  
Jack R. Wortman

By

Richard M. Ellenwood  
Richard M. Ellenwood



DIGEST SHEET

TITLE OF ORDINANCE \_\_\_\_\_ Resolution

3-23-12-50

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ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_